

SUPPLEMENTAL INFORMATION MEMORANDUM

STARTS (IRELAND) PUBLIC LIMITED COMPANY

(Incorporated with limited liability in Ireland under registered number 391541)

Series 2007-30 EUR 4,266,000 Structured Repackaged Credit-Linked Notes due 2041

This Supplemental Information Memorandum includes the Issue Terms relating to the Securities. Investors should note that such Issue Terms supersede in their entirety any termsheets which may have been circulated previously.

**Prospective investors should be aware of the risks involved in investing in the Securities
(see *Risk Factors* on pages 5 to 9).**

HSBC Bank plc

The date of this Supplemental Information Memorandum is 21 December 2007.

GENERAL

This Supplemental Information Memorandum under which the Series 2007-30 EUR 4,266,000 Structured Repackaged Credit-Linked Notes due 2041 (the **Securities**) are described constitutes a securities note for the purposes of Article 5.3 of Directive 2003/71/EC (the **Prospectus Directive**) and should be read in conjunction with the Information Memorandum dated 8 August 2007 (as amended and restated on 19 November 2007) (the **Information Memorandum**) relating to the U.S.\$50,000,000,000 Limited Recourse Secured Debt Issuance Programme (the **Programme**) of STARTS (Ireland) Public Limited Company (the **Issuer**). The Information Memorandum and this Supplemental Information Memorandum together constitute the prospectus (the **Prospectus**) with respect to the Securities, prepared for the purposes of Article 5.3 of the Prospectus Directive. To the extent that the Information Memorandum is inconsistent with this Supplemental Information Memorandum, this Supplemental Information Memorandum shall prevail. Terms defined in the Information Memorandum shall, unless the context otherwise requires, bear the same meanings in this Supplemental Information Memorandum.

Save as disclosed herein there has been no significant change in respect of the information contained in, and no new matter has arisen since publication of, the Information Memorandum. The Securities will not be rated by any rating agency.

The Issuer accepts responsibility for the information contained in the Information Memorandum and this Supplemental Information Memorandum. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in the Information Memorandum and this Supplemental Information Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. Application will be made to the Irish Financial Services Regulatory Authority (**IFSRA**), as competent authority under Directive 2003/71/EC, for the securities note to be approved. Application will be made to the Irish Stock Exchange Limited (the **Irish Stock Exchange**) for the Securities to be admitted to the Official List and trading on its regulated market.

The information relating to the Counterparty, the Charged Assets and the obligor(s) in respect of the Charged Assets has been accurately reproduced from information published by the Counterparty and the obligor(s) in respect of the Charged Assets, as the case may be, as set out below. So far as the Issuer is aware and is able to ascertain from such sources, no facts have been omitted from such sources which would render the reproduced information misleading.

Copies of this Supplemental Information Memorandum will be available at the specified office set out below of the Issuer and the Paying Agent (as defined herein).

Neither the delivery of this Supplemental Information Memorandum nor the offering, sale or delivery of any Securities shall in any circumstances imply that the information contained in this Supplemental Information Memorandum concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Securities is correct as of any time subsequent to the date indicated in the document containing the same.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Supplemental Information Memorandum or any other information supplied in connection with the Programme or the Securities and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Trustee (as defined herein) or HSBC Bank plc as the **Dealer**.

This Supplemental Information Memorandum does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken by the Issuer, the Trustee or the Dealer (save for the approval of this document as a securities note by IFSRA) to permit an offering of the Securities or the distribution of this Supplemental Information Memorandum in any jurisdiction where such action is required.

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**), or with any securities regulatory authority of any state or other jurisdiction of the United States. Consequently, the Securities may not be offered, sold, resold, delivered or transferred within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (**Regulation S**)) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. The Securities have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities reviewed or passed upon the accuracy or adequacy of this Supplemental Information Memorandum or the Information Memorandum. Any representation to the contrary is a criminal offence.

Notwithstanding any provision herein and the otherwise confidential nature of this Supplemental Information Memorandum and its contents, and effective from the date of commencement of discussions concerning the offering of the Securities, each party hereto (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of this transaction and all materials of any kind (including opinions and other tax analyses) that are provided to it relating to such tax treatment and tax structure, except to the extent that any such disclosure could reasonably be expected to cause this offering not to be in compliance with securities laws. In addition, no person may disclose the name of or identifying information with respect to any party identified herein or other non-public business or financial information that is unrelated to the tax treatment or tax structure of this transaction without the prior consent of the Issuer.

Claims of the Securityholders and the Counterparty will be limited in recourse to the Mortgaged Property.

The Securities do not represent an interest in, or obligations of, and are not insured or guaranteed by, any governmental agency, the Counterparty, the Trustee, the Agents, the Dealer or any of their respective affiliates or any other entity.

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RISK FACTORS

The purchase of the Securities may involve substantial risks and is suitable only for sophisticated investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Securities. The Securities are not principal protected and purchasers of the Securities are exposed to full loss of principal. Payments of interest on the Securities are dependent on the due performance by the Counterparty of its obligations under the Swap Agreement, hence purchasers of the Securities are exposed to the creditworthiness of the Counterparty. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Securities. Some of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Securities, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Securities may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding the Securities are exhaustive. Before making an investment decision, prospective purchasers should consider carefully, in the light of their own financial circumstances and investment objectives, all the information set forth in this Supplemental Information Memorandum, the Information Memorandum and the Swap Agreement, and in particular, the considerations set out below.

Investor Suitability

Investment in the Securities is suitable only for highly sophisticated investors who are capable of understanding, evaluating and taking considerable risks associated with an investment linked to the credit risk of the Issuer, the obligors in respect of the Charged Assets (together, the **Obligors**) and the Counterparty and who can absorb a substantial or total loss of principal.

By purchasing the Securities, each holder shall be deemed to represent that: (a) it is acting on its own account in considering the purchase of the Securities; (b) it has made an independent investment decision as to whether the Securities are suitable for it in light of its investment objectives; (c) it acknowledges that the Dealer has sold the Securities to it on a principal to principal basis only and is not responsible for determining the suitability of the Securities for any person to whom it may transfer or on-sell the Securities; (d) it has not relied nor will rely on any representation of the Dealer or any of its affiliates regarding the Charged Assets or any other aspect of the Securities not disclosed in this Supplemental Information Memorandum and the Information Memorandum; and (e) it understands the risks associated with purchasing the Securities after having received independent financial advice if necessary.

Credit Risk

The ability of the Issuer to meet its obligations under the Securities will be dependent upon the payment of principal and interest due on the Charged Assets, upon the payment of all sums due from the Counterparty under the Charged Agreements, upon the Principal Paying Agent and the Custodian making the relevant payments when received and upon all parties to the Transaction Documents (other than the Issuer) performing their respective obligations thereunder. Accordingly, Securityholders are exposed, *inter alia*, to the creditworthiness of the Obligors, the Counterparty, the Principal Paying Agent and the Custodian.

Charged Assets

The purchase of Securities secured on the Charged Assets involves certain investment risks. The terms of the Charged Assets are set out in the NationsBank Corporation prospectus dated 19 December 1996 as supplemented by the prospectus supplement dated 17 March 1998, and the Goldman Sachs Group, Inc. prospectus dated 25 June 2001 as supplemented by the prospectus supplement dated 6 February 2003, as amended on 10 February 2003 and investors are advised to read and understand such terms prior to the purchase of Securities. Investors should be clear, however, that an investment in the Securities is not the same as an investment in the Charged Assets.

No secondary market

No secondary market is expected to develop in respect of the Securities and, in the unlikely event that a secondary market does develop, there can be no assurance that it will provide the Securityholders with liquidity of investment or that it will continue for the life of the Securities. Accordingly, the purchase of Securities is suitable only for investors who can bear the risks associated with a lack of liquidity in the Securities and the financial and other risks associated with an investment in the Securities. Securityholders must be prepared to hold the Securities for an indefinite period of time or until final redemption or maturity of the Securities. A Securityholder that may need to liquidate Securities before their Maturity Date may have to sell such Securities at a substantial discount to their principal amount.

Early Redemption of Securities

The Securities may be redeemed prior to the Maturity Date upon the occurrence of certain events, including pursuant to Condition 8(b) (*Redemption for taxation reasons*) and Condition 8(c)(i) (*Following Payment Default under the Charged Assets or termination of a Charged Agreement*). In such event, the Swap Agreement will be terminated and any amounts payable to the Counterparty (other than a termination due to the occurrence of an Event of Default (as defined in the Swap Agreement) with respect to the Counterparty or where the Counterparty is the sole Affected Party) will be made in priority to any payment to the Securityholders. Investors should note that upon an early redemption, the sale of the Charged Assets to meet any amounts owing by the Issuer to the Counterparty and the Securityholders upon such early redemption will be conducted at such time following the occurrence of the relevant early redemption event as the Selling Agent, in good faith but otherwise in its sole and absolute discretion, shall deem fit. Neither the Issuer nor the Counterparty makes any promise or representation as to the Charged Assets redemption proceeds that will be paid upon early redemption of the Securities, which could be zero in certain circumstances.

Independent review and advice

Each prospective purchaser of the Securities must determine, based on its own independent review (including as to the financial condition and affairs and its own appraisal of the creditworthiness) of the Issuer, the Counterparty and the relevant Obligors and after obtaining such professional advice (including, without limitation, tax, accounting, credit, legal and regulatory advice) as it deems appropriate under the circumstances, whether an investment in the Securities is appropriate in its particular circumstances.

In so doing, and without restricting the generality of the preceding paragraph, such prospective purchaser must determine that its acquisition and holding of the Securities (i) is fully consistent with its (or if it is acquiring the Securities in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Securities as principal or in a fiduciary capacity) and (iii) is a fit, proper and suitable investment for it (or if it is acquiring the Securities in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Securities. None of the Issuer, the Trustee, the Dealer, the Counterparty or any of their respective affiliates is acting as an investment adviser, or assumes any fiduciary obligation, to any purchaser of Securities.

Neither the Information Memorandum nor this Supplemental Information Memorandum is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation or constituting an invitation or offer that any recipient of the Information Memorandum or this Supplemental Information Memorandum should purchase any Securities. The Trustee and the Dealer expressly do not undertake to review the financial condition or affairs of the Issuer, the Counterparty, or the Obligors.

Limited recourse

Claims against the Issuer by the Securityholders of a Series and by the Counterparty will be limited to the Mortgaged Property relating to such Series. The proceeds of realisation of such Mortgaged Property may be less than the sums due to the Securityholders and the Counterparty. Any shortfall will be borne by the Securityholders and by the Counterparty in accordance with the Security Ranking Basis. The Security

Ranking Basis may provide for payments of amounts due to the Counterparty and other amounts ranking senior to the Securities, before making any payments on the Securities. Each Securityholder, by subscribing for or purchasing the Securities, will be deemed to accept and acknowledge that it is fully aware that, in the event of a shortfall, (i) the Issuer shall be under no obligation to pay, and the other assets (if any) of the Issuer including, in particular, assets securing other Series of securities will not be available for payment of, such shortfall, (ii) all claims in respect of such shortfall shall be extinguished, and (iii) the Trustee, the Securityholders and the Counterparty shall have no further claim against the Issuer in respect of such unpaid amounts and will accordingly not be able to petition for the winding up of the Issuer as a consequence of such shortfall.

The Securities are direct, limited recourse obligations of the Issuer alone and not of the officers, members, directors, employees, securityholders or incorporator of the Issuer, the Trustee, the Counterparty, the Obligors or their respective successors or assigns. Furthermore, they are not obligations of, or guaranteed in any way by, any person or entity, including, without limitation, the Counterparty, the Trustee, the Agent, the Dealer or any of their respective Affiliates.

Business activities may cause conflicts of interest

Each of the Issuer, the Dealer, the Trustee, the Agents or any of their affiliates may have existing or future business relationships with the Counterparty or the Obligors (including, but not limited to, lending, depository, risk management, advisory and banking relationships), and will pursue actions and take steps that they deem or it deems necessary or appropriate to protect their or its interests arising therefrom without regard to the consequences for a Securityholder. Furthermore, the Dealer, the Trustee, the Agents or any of their respective affiliates may buy, sell or hold positions in obligations of, or act as investment or commercial bankers, advisers or fiduciaries to, or hold directorship and officer positions in, the Obligors. By purchasing the Securities, each holder of the Securities will be deemed to have acknowledged the existence of such conflicts of interest and to have waived any claim with respect to any liability arising from such conflicts of interest.

Calculations

All calculations and determinations made by the Calculation Agent in relation to the Securities shall (save in the case of manifest error at the time and relevant determination is made) be final and binding on the Issuer, the Trustee, and the Securityholders. For the avoidance of doubt, the Calculation Agent shall have no obligations to the Securityholders, and shall only have the obligations expressed to be binding on it pursuant to the Agency Agreement, unless otherwise specified in the Conditions.

Taxation

Each Securityholder will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Securities. The Issuer will not pay any additional amounts to Securityholders to reimburse them for any tax, assessment or charge required to be withheld or deducted from payments in respect of the Securities by the Issuer or any Paying Agents or suffered by the Issuer in respect of its income from the Charged Assets or payments under a Charged Agreement (including the deduction of tax from such payments) or any tax, assessment or charge suffered by the Issuer except as provided for in the Issue Terms.

No provision of information

Neither the Issuer, the Trustee, the Agents, the Dealer nor any affiliate makes any representation as to the credit quality of the Counterparty or the Obligors. Any of such persons may have acquired, or during the term of the Securities may acquire, non-public information with respect to the Counterparty or the Obligors. None of such persons is under any obligation to make available any information relating to, or keep under review on the Securityholders' behalf, the business, financial conditions, prospects, creditworthiness or status of affairs of the Obligors or conduct any investigation or due diligence into the Obligors.

Legal opinions

Legal opinions relating to the Securities will be obtained on issue with respect to the laws of England and Ireland but no such opinions will be obtained with respect to any other applicable laws and no investigations will be made into the validity or enforceability of the laws of any other jurisdiction in respect of the obligations under the Securities. Any such legal opinions will not be addressed to, and may not be relied on by, Securityholders. In particular, save as aforesaid, no legal opinions will be obtained in relation to:

- (i) the laws of the country of incorporation of any Obligor;
- (ii) the laws of the country in which the Charged Assets are situated; or
- (iii) the laws of the country which are expressed to govern the Charged Assets.

Such laws, depending upon the circumstances, may affect, among other things, the validity and legal and binding effect of the Charged Assets and the effectiveness and ranking of the security for the Securities. Consequently, no responsibility is accepted by the Issuer in relation to such matters.

Legality of purchase

None of the Issuer, the Dealer or any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Securities by a prospective purchaser of the Securities, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it.

Preferred creditors under Irish law and floating charges

Under Irish law, upon an insolvency of an Irish company such as the Issuer, when applying the proceeds of assets subject to fixed security which may have been realised in the course of a liquidation or receivership, the claims of a limited category of preferential creditors will take priority over the claims of creditors holding the relevant fixed security. These preferred claims include the remuneration, costs and expenses properly incurred by any examiner of the company (which may include any borrowings made by an examiner to fund the company's requirements for the duration of his appointment) which have been approved by the Irish courts (see "*Examination*" below).

The holder of a fixed security over the book debts of an Irish tax resident company (which would include the Issuer) may be required by the Irish Revenue Commissioners, by notice in writing from the Irish Revenue Commissioners, to pay to them sums equivalent to those which the holder received in payment of debts due to it by the company. Where the holder of the security has given notice to the Irish Revenue Commissioners of the creation of the security within 21 days of its creation, the holder's liability is limited to the amount of certain outstanding Irish tax liabilities of the company (including liabilities in respect of value added tax) arising after the issuance of the Irish Revenue Commissioners' notice to the holder of fixed security.

The Irish Revenue Commissioners may also attach any debt due to an Irish tax resident company by another person in order to discharge any liabilities of the company in respect of outstanding tax whether the liabilities are due on its own account or as an agent or trustee. The scope of this right of the Irish Revenue Commissioners has not yet been considered by the Irish courts and it may override the rights of holders of security (whether fixed or floating) over the debt in question.

In relation to the disposal of assets of any Irish tax resident company which are subject to security, a person entitled to the benefit of the security may be liable for tax in relation to any capital gains made by the company on a disposal of those assets on exercise of the security.

Examination

Examination is a court procedure available under the Irish Companies (Amendment) Act, 1990, as amended (the 1990 Act), to facilitate the survival of Irish companies in financial difficulties.

The company, the directors of the company, a contingent, prospective or actual creditor of the company, or shareholders of the company holding, at the date of presentation of the petition, not less than 1/10th of the voting share capital of the company are each entitled to petition the court for the appointment of an examiner. The examiner, once appointed, has the power to set aside contracts and arrangements entered into by the company after his appointment and, in certain circumstances, can avoid a negative pledge given by the company prior to his appointment. Furthermore, he may sell assets the subject of a fixed charge. However, if such power is exercised he must account to the holders of the fixed charge for the amount realised and discharge the amount due to them out of the proceeds of sale.

During the period of protection, the examiner will compile proposals for a compromise or scheme of arrangement to assist the survival of the company or the whole or any part of its undertaking as a going concern.

A scheme of arrangement may be approved by the Irish High Court when at least one class of creditors has voted in favour of the proposals and the Irish High Court is satisfied that such proposals are fair and equitable in relation to any class of members or creditors who have not accepted the proposals and whose interests would be impaired by implementation of the scheme of arrangement. In considering proposals by the examiner, it is likely that secured and unsecured creditors would form separate classes of creditors. In the case of the Issuer, if the Trustee represented the majority in number and value of claims within the secured creditor class (which would be likely given the restrictions agreed to by the Issuer in the Conditions), the Trustee would be in a position to reject any proposal not in favour of the Securityholders. The Trustee would also be entitled to argue at the Irish High Court hearing at which the proposed scheme of arrangement is considered that the proposals are unfair and inequitable in relation to the Securityholders, especially if such proposals included a writing down to the value of amounts due by the Issuer to the Securityholders. The primary risks to the Securityholders if an examiner were to be appointed to the Issuer are as follows:

- (i) the potential for a scheme of arrangement being approved involving the writing down of the debt due by the Issuer to the Securityholders as secured by the Trust Instrument;
- (ii) the potential for the examiner to seek to set aside any negative pledge in the terms of the Securities prohibiting the creation of security or the incurrence of borrowings by the Issuer to enable the examiner to borrow to fund the Issuer during the protection period; and
- (iii) in the event that a scheme of arrangement is not approved and the Issuer subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the Issuer and approved by the Irish High Court) will take priority over any amounts owed to the Securityholders under the terms of the Securities.

Terms of Series 2007-30 EUR 4,266,000 Structured Repackaged Credit-Linked Notes due 2041 are set out in the Issue Terms below.

ISSUE TERMS

The Securities have the **Terms** as set out in these Issue Terms, which will complete and modify the Bearer Securities Base Conditions Module, November 2007 Edition which is incorporated by reference into these Issue Terms (together, the **Conditions**). All capitalised terms not otherwise defined in these Issue Terms shall have the meanings given to them in the General Definitions Module or the Swap Agreement relating to the Securities, as the case may be.

1. Issuer: STARTS (Ireland) Public Limited Company.
2. Description of Securities: Series 2007-30 EUR 4,266,000 Structured Repackaged Credit-Linked Notes due 2041.
3. Issue Date: 13 December 2007.
Issue Price: 100 per cent. of the aggregate nominal amount.

INSTALMENT AMOUNTS

4. Condition 7 (*Types of Securities*) shall not apply. The Issuer shall pay to each Securityholder on each Instalment Payment Date an amount in respect of each Security equal to such Security's *pro rata* share of the Instalment Amount in respect of such Instalment Payment Date, rounded down to the nearest cent. Each Instalment Amount comprises a payment in respect of interest and principal on the Securities, as set out in Annex 1. For the purposes of Condition 10 (*Payments*), Instalment Amounts shall be deemed to be payments of principal and/or interest.
 - (a) Instalment Payment Dates: Each day set out under the column titled "Instalment Payment Dates" in Annex 1 to these Issue Terms provided that if such day is not a Business Day, the first following day that is a Business Day.
 - (b) Instalment Amounts: On each Instalment Payment Date, the amount specified for such Instalment Payment Date in the column titled "Instalment Amounts" in Annex 1 to these Issue Terms.

PROVISIONS RELATING TO REDEMPTION

5. Maturity Date: 1 March 2041 provided that if such day is not a Business Day, the first following day that is a Business Day. The words "its Final Redemption Amount or as otherwise specified in the Issue Terms" in Condition 8(a) (*Final Redemption*) shall be deleted and replaced with the words "by payment of such Security's *pro rata* share of Instalment Amount on such date".

Conditions 8(b)(iii) (*Redemption for Taxation Reasons*) and 8(c) (*Mandatory Redemption*) of the Bearer Securities Base Conditions Module (November 2007 Edition) will be amended with the addition of the words "at the Early Redemption Amount" after the words "will be redeemed". Condition 8(c)(ii) (*Mandatory Redemption*) shall not apply.

PROVISIONS RELATING TO SECURITY

6. Charged Assets: USD 4,057,000 in aggregate principal amount of the USD 400,000,000 6.80 per cent. Subordinated Notes due 2028 issued by NationsBank Corporation (ISIN: US638585BF51) and USD 3,119,000 in aggregate principal amount of the USD 2,000,000,000 6.125 per cent. Notes due 2033 issued by The Goldman Sachs Group, Inc. (ISIN: US38141GCU67).
7. Substitution of Charged Assets: Condition 4(b) (*Substitution at direction of Counterparty*) shall not apply.
8. Charged Agreements:
- (a) Counterparty: HSBC Bank plc, 8 Canada Square, London E14 5HQ.
- (b) Swap Agreement: A 1992 ISDA Master Agreement and Schedule thereto (in the form of the Swap Schedule Terms Module, November 2007 Edition) dated as of 13 December 2007 (the **Master Agreement**), as supplemented by an asset swap transaction (the **Asset Swap Transaction**) evidenced by the **Asset Swap Confirmation** dated the Issue Date between the Issuer and the Counterparty and the Asset Swap Confirmation together with the Master Agreement, the **Swap Agreement**)).
- Counterparty's rights to assign and/or to delegate its rights and obligations under the Swap Agreement: Yes, to any entity subject to restrictions contained in the Swap Agreement.
9. Security:
- (a) Secured creditors: The Issuer will grant security over its assets as set out in Condition 3 (*Security*) of the Bearer Securities Base Conditions Module, November 2007 Edition, in respect of its obligations under the Securities and the Swap Agreement.
- (b) Security Ranking Basis: Prior to enforcement of the Security Interests created under the Trust Instrument, all amounts payable by the Counterparty under the Swap Agreement on the Issue Date and any Payment Date (as defined in the Asset Swap Confirmation) together with any amounts payable under the Charged Assets on such date shall be applied in the following order of priority:
- (i) first, in meeting the claims of the Counterparty under the Swap Agreement; and
- (ii) second, in meeting the claims of the Securityholders on a *pari passu* and *pro rata* basis,
- (the **Pre-Enforcement Security Ranking Basis**).

Following an enforcement of the Security Interests created under the Trust Instrument, the Realisation Amount shall be applied in the following order of priority:

- (i) first, in meeting the claims of the Counterparty under the Swap Agreement;
- (ii) second, in meeting the claims of the Securityholders on a *pari passu* and *pro rata* basis; and
- (iii) third, in payment of the balance (if any) to the Issuer,

provided that, where the Swap Agreement is terminated and the Counterparty is the Defaulting Party or the sole Affected Party (each as defined in the Swap Agreement), the Realisation Amount shall be applied in the following order of priority:

- (i) first, in meeting the claims of the Securityholders on a *pari passu* and *pro rata* basis;
- (ii) second, in meeting the claims of the Counterparty under the Swap Agreement; and
- (iii) third, in payment of the balance (if any) to the Issuer,

(the **Post Enforcement Security Ranking Basis** and, together with the Pre-Enforcement Security Ranking Basis, each a **Security Ranking Basis**).

(c) Instructing Creditor: For the purposes of these Securities only, the Instructing Creditor shall be the Counterparty.

10. Custodian's Account details: Brown Brothers Harriman, A/C No. 010 (BBH 5), Account 5858402 Non Treaty or such other account as may be advised by the Custodian from time to time (the **Custodian Account**). The Charged Assets will be held in a ledger account within the Custodian Account and will be identifiable in respect of the Securities.

GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

11. Closing Date: 13 December 2007.

12. Pre-Closing Date and Time: Not applicable.

13. Form of Securities: Securities in bearer form to be represented on issue by a Temporary Bearer Global Security.

The Temporary Bearer Global Security is exchangeable for a Permanent Bearer Global Security, which is exchangeable for Bearer Securities in definitive form

only upon an Exchange Event.

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| 14. | 1940 Act exemption: | Not applicable. |
| 15. | Securities Act exemption: | The Securities are being offered and sold outside the United States to non-U.S. persons in compliance with Regulation S. |
| 16. | Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: | TEFRA D. |
| 17. | Currency of Issue: | EUR. |
| 18. | Specified Denomination: | EUR 56,880. |
| 19. | Whether the Issuer is able to purchase any of the Securities pursuant to Condition 9 (<i>Purchase</i>): | Yes. In the event of a purchase by the Issuer of some but not all of the Securities, the Calculation Agent may, without the consent of the Securityholders or any other party, adjust the Conditions and the Swap Agreement accordingly to reflect such partial purchase and to preserve the economic equivalence of the Securities after such partial purchase. |
| 20. | Rating: | The Securities will not be rated. |
| 21. | Listing: | Application will be made to list the Securities on the Irish Stock Exchange. |
| 22. | ISIN and Common Code: | XS0323347335 and 032334733, respectively |

AGENTS AND OTHER PARTIES

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| 23. | Party and specified office | |
| | Trustee: | HSBC Trustee (C.I.) Limited, P.O. Box 88, 1 Grenville Street, St Helier, Jersey JE4 9PF. |
| | Principal Paying Agent: | HSBC Bank plc, 8 Canada Square, London E14 5HQ. |
| | Custodian: | HSBC Bank plc, 8 Canada Square, London E14 5HQ. |
| | Calculation Agent: | HSBC Bank plc, 8 Canada Square, London E14 5HQ. |
| | Selling Agent: | HSBC Bank plc, 8 Canada Square, London E14 5HQ. |
| | Issuer's process agent: | HSBC Private Bank (UK) Limited, 78 St James Street, London SW1A 1JB |
| | Vendor: | HSBC Bank plc, 8 Canada Square, London E14 5HQ. |
| | Irish Listing Agent: | A&L Listing Limited of International Financial Services Centre, North Wall Quay, Dublin 1, Ireland. |

24. Pursuant to the Trust Instrument, until such time as the obligations secured by the Security Documents have been unconditionally discharged in full, under Clause 8(D) of the Trust Terms Module, November 2007 Edition, the Trustee shall, upon the request in writing of the Counterparty (a) exercise all or any of the powers or rights incidental to the ownership of all or any of the assets comprising the Charged Assets as directed by the Counterparty and, in particular, exercise all rights to enforce such security against such assets and all rights to attend or vote at any meeting of the holders of any securities comprised in the Charged Assets or any of them or to give any consent or notification or make any declaration in relation to such securities or any them as directed by the Counterparty; and (b) without prejudice to the generality of the foregoing, exercise all or any of the powers or rights of the Issuer under or pursuant to any agreement comprised in the Charged Assets as directed by the Counterparty, provided that a request for the Trustee to exercise its powers in any particular manner in respect of any part of the Charged Assets by the Counterparty and any such exercise will be binding on all the Securityholders and any other secured party and apply to the whole of such part of the Charged Assets.

ANNEX 1

Instalment Payment Dates	Instalment Amounts (EUR)
01/03/2008	16,168.74
01/07/2008	16,425.44
01/01/2009	17,859.51
01/07/2009	18,139.25
01/01/2010	19,724.16
01/07/2010	20,028.34
01/01/2011	21,778.24
01/07/2011	22,108.30
01/01/2012	24,039.45
01/07/2012	272,859.05
01/01/2013	23,808.79
01/07/2013	122,435.06
01/01/2014	25,481.60
01/07/2014	241,302.53
01/01/2015	25,991.15
01/07/2015	260,014.62
01/01/2016	26,922.33
01/07/2016	279,742.78
01/01/2017	27,238.03
01/07/2017	242,420.23
01/01/2018	28,041.05
01/07/2018	455,245.89
01/01/2019	27,044.84
01/07/2019	442,140.70
01/01/2020	26,068.86
01/07/2020	318,601.71
01/01/2021	26,005.84
01/07/2021	343,587.69
01/01/2022	26,037.62
01/07/2022	449,226.08
01/01/2023	25,189.59
01/07/2023	517,458.82
01/01/2024	23,266.12
01/07/2024	295,791.87
01/01/2025	23,291.35
01/07/2025	433,939.68
01/01/2026	21,784.88
01/07/2026	453,759.61
01/01/2027	19,879.79
01/07/2027	307,819.88
01/01/2028	19,345.92
01/07/2028	450,098.18
01/01/2029	17,801.18
01/07/2029	636,638.91
01/01/2030	14,184.166
01/07/2030	437,125.44
01/01/2031	11,699.83
01/07/2031	353,186.79

Instalment Payment Dates	Instalment Amounts (EUR)
01/01/2032	10,094.35
01/07/2032	231,870.51
01/01/2033	9,542.60
01/07/2033	210,541.33
01/01/2034	8,761.33
01/07/2034	193,905.17
01/01/2035	8,236.66
01/07/2035	209,521.45
01/01/2036	7,270.45
01/07/2036	258,655.54
01/01/2037	6,023.27
01/07/2037	145,963.68
01/01/2038	5,372.13
01/07/2038	200,520.35
01/01/2039	4,423.36
01/07/2039	4,472.07
01/01/2040	4,827.50
01/07/2040	194,107.69
01/01/2041	3,636.70
01/03/2041	559,672.64
TOTAL	10,206,168.666

USE OF PROCEEDS

The net proceeds of the issue of the Securities, which amounts to EUR 4,266,000, will be exchanged on the Issue Date under the Asset Swap Transaction for an amount in U.S. Dollars and such U.S. Dollar amount will be used by the Issuer to purchase the Initial Charged Assets on the Issue Date.

Method of Payment

On the Issue Date, delivery of the beneficial interest in the Temporary Bearer Global Security will be made in book-entry form through the facilities of Euroclear or Clearstream, Luxembourg in each case against payment therefor in immediately available funds.

DESCRIPTION OF THE MASTER AGREEMENT

The following is a summary of certain features of the Master Agreement to be entered into and is qualified by reference to the detailed provisions of such Master Agreement.

Termination of Transaction under Master Agreement

The Transaction under the Master Agreement will terminate on the Termination Date unless terminated earlier in accordance with the terms thereof.

Early Termination

The occurrence of any of the following events will allow one or both of the parties, as provided in the Master Agreement, to terminate the Transaction prior to the Termination Date by giving notice to the other party:

- (a) with respect to the Issuer and the Counterparty, Events of Default and Termination Events (each as defined in the Master Agreement) commonly found in standard ISDA documentation which include payment defaults, certain bankruptcy-related events and illegality and which may apply to either party, as amended in relation to the Issuer to account for the Issuer's special purpose vehicle status. In addition, in relation to the Counterparty only, certain additional Events of Default relating to breach of agreement and misrepresentation will apply;
- (b) early redemption in full of the Securities pursuant to the Conditions of the Securities;
- (c) an event of default in respect of the Securities; and
- (d) certain tax related events.

Consequences of Early Termination

Upon any such early termination of the Transaction under the Master Agreement, the Issuer or the Counterparty may be liable to make a termination payment to the other (regardless, if applicable, of which of such party may have caused such Event of Default or Termination Event under the Master Agreement) in accordance with the close-out mechanism found in the Master Agreement. For the purpose of determining such termination payment, the applicable payment method shall be the Second Method and the payment measure shall be Market Quotation.

Upon an early termination of the Transaction under the Master Agreement, there is no assurance that the termination payment payable by the Counterparty to the Issuer (if any) together with the proceeds of sale or redemption of the Mortgaged Property will be sufficient to repay the principal amount due to be paid in respect of the Securities and any other amounts thereof that are due (after satisfaction of claims of other parties including the Counterparty). The claims of Securityholders and the Counterparty shall rank in accordance with the Security Ranking Basis specified in the Issue Terms and (except in the Post Enforcement Security Ranking Basis in the case where the Counterparty is the Defaulting Party or the sole Affected Party) the Counterparty shall rank in priority to the Securityholders.

Taxation

Under the Master Agreement, neither the Issuer nor the Counterparty is obliged to gross up any payments to be made under the Master Agreement if withholding taxes are imposed. The Counterparty may, however, elect to gross up certain payments due by it under the Master Agreement if withholding taxes are imposed or certain other impositions arise (as provided for in the Master Agreement).

Amendment

In the event of a purchase by the Issuer of some but not all of the Securities, the Calculation Agent shall, without the consent of the Securityholders, adjust the terms of the Master Agreement accordingly to reflect such partial purchase and to preserve the economic equivalence of the Master Agreement after such partial purchase. In addition, the Calculation Agent may, when necessary or desirable and without the consent of the Securityholders, amend the Master Agreement to preserve the economic equivalence of the Master Transaction.

General

The Issuer shall not, save for the assignment by way of security in favour of the Trustee under the Trust Instrument and other circumstances as set out in the Master Agreement or pursuant to a merger, transfer any of its interests or obligations under the Master Agreement. The Counterparty may transfer all its interest and obligations in and under the Master Agreement subject to certain criteria as set out in the Schedule to the Master Agreement.

Governing Law

The Master Agreement will be governed by and construed in accordance with the laws of England and Wales.

FORM OF THE ASSET SWAP CONFIRMATION



HSBC Bank plc
8 Canada Square
London E14 5HQ

Date: 13 December 2007

To:	STARTS (Ireland) Public Limited Company (Seller)	From:	HSBC Bank plc (Buyer)
Attention:	Client Services Manager Securitisation and SPV Services	Contact:	Derivatives Operations
Phone Number:	+353 (1) 874 0777	Phone Number:	+44 20 7992 2784
Facsimile:	+353 (1) 874 3050 The Directors	Facsimile:	+44 20 7992 4457
With copies to:	Securitisation and SPV Services		
Phone Number:	+353 (1) 874 0777		
Facsimile:	+353 (1) 874 3050		

Re: **ASSET SWAP TRANSACTION (Series 2007-30) Reference: 604321ML**

The purpose of this letter (this **Confirmation**) is to confirm the terms and conditions of the Asset Swap Transaction (the **Transaction**) entered into between HSBC Bank plc (**Party A** or the **Counterparty**) and STARTS (Ireland) Public Limited Company (**Party B** or the **Issuer**) on the Trade Date specified below. This Confirmation constitutes a **Confirmation** as referred to in the Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, a 1992 ISDA Swap Agreement (Multicurrency – Cross Border) and Schedule thereto dated as of 13 December 2007 as amended and supplemented from time to time (the **Agreement**), between the Issuer and the Counterparty. The Transaction relates to the issue by the Issuer of EUR 4,266,000 aggregate principal amount of its Series 2007-30 EUR 4,266,000 Structured Repackaged Credit-Linked Notes due 2041 (the **Securities**). For the avoidance of doubt, the Agreement, together with the Transaction evidenced by this Confirmation, constitute a single Agreement for the purposes of Section 1(c) of the Agreement. All provisions contained in, or incorporated by reference in, the Agreement govern this Confirmation except as expressly modified below.

Capitalised terms used in this Confirmation and not otherwise defined herein or in the Agreement shall have the meanings given to them in the Conditions in respect of the Securities.

The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the **2006 Definitions**) are incorporated into this Confirmation by this reference. In the event of any inconsistency between the 2006 Definitions and the provisions of this Confirmation, the provisions of this Confirmation will prevail.

The terms of the particular Swap Transaction to which this Confirmation relates are as follows:

1. GENERAL TERMS

Trade Date:	20 September 2007
Effective Date:	13 December 2007
Scheduled Termination Date:	1 March 2041
Termination Date:	The Scheduled Termination Date, subject to adjustment in accordance with the Following Business Day Convention.
Business Days:	London and TARGET for payments in Euro; London and New York for payments in U.S. Dollars.
Calculation Agent:	Party A.

2. PARTY A FIXED AMOUNTS

On each Instalment Payment Date, Party A shall pay to Party B an amount in EUR equal to the Instalment Amount in respect of such Instalment Payment Date.

3. PARTY B FIXED AMOUNTS:

Party B shall pay to Party A an amount in USD equal to the Party B Fixed Amounts payable on each Party B Payment Date.

Party B Fixed Amount: On any Party B Payment Date, each payment due to be received (or, pursuant to an unscheduled payment, received) (without taking into account any deduction or withholding for or on account of any tax) by a Reference Holder on the corresponding Charged Asset Payment Date, together with any interest amounts accrued thereon actually standing to the credit of the Cash Account as at the relevant payment date.

Party B Payment Dates: Two Business Days following each day on which payment under any of the Charged Assets is due to be received (or, pursuant to an unscheduled payment, received) by a Reference Holder (a **Charged Asset Payment Date**), unless such day on which payment under any of the Charged Assets is due to be received (or, pursuant to an unscheduled payment, received) by a Reference Holder is the Scheduled Termination Date, in which case the relevant Party B Payment Date shall be the Scheduled Termination Date.

Reference Holder: A notional holder of a Charged Asset, holding, on the Effective Date, a face value of such Charged Asset equal to the amount specified in respect of such Charged Asset in paragraph 6 of the Issue Terms, as decreased following any scheduled or unscheduled principal payments, amortisation payments, pre-payments or writedowns.

Business Day Convention: Following Business Day Convention.

4. INITIAL EXCHANGE

Party A shall pay to Party B the Party A Initial Exchange Amount on the Initial Exchange Date and Party B shall pay to Party A the Party B Initial Exchange Amount on the Initial Exchange Date.

Initial Exchange Date: The Effective Date.

Party B Initial Exchange Amount: EUR 4,266,000.

Party A Initial Exchange Amount: USD 7,408,414.22

5. NOTICE AND ACCOUNT DETAILS

Notice Details for Party A:

HSBC Bank plc

Derivatives Operations
Level 2
8 Canada Square
London E14 5HQ

Tel: +(44) 207 992 2977/991
Fax: +(44) 207 991 4401
Attention: Neil McDonald/Martin Creavin/Ivan Starostin

Copy to: Structured Credit Products
Level 3
8 Canada Square
London E14 5HQ

Notice Details for Party B:

STARTS (Ireland) Public Limited Company

2nd Floor
IFSC
AIB International Centre
Dublin 1
Ireland

Tel: +353 (1) 874 0777
Fax: +353 (1) 874 3050
Attention: Client Services Manager/The Directors

copied to the Trustee.

Account Details of Party A:

In USD:

Account Bank: HSBC Bank USA, New York
Swift: SWIFT MRMDUS33
For the account of: HSBC Bank plc, London (SWIFT MIDLGB22)

In EUR:

HSBC Bank plc, London
A/C number 87511552
HSBC Derivatives Products Group

Account Details of Party B:**In USD:**

Payment to: HSBC Bank USA, National Association, New York (SWIFT MRMDUS33)

For Account of: HSBC Bank plc, London (SWIFT MIDLGB22)

Account No.: 000023868

For further credit to: STARTS (Ireland) Public Limited Company assigned to HSBC Trustee (C.I.) Limited as Trustee to STARTS (Ireland) Public Limited Company

Account No.: 67962664

Reference: CTLA Operations re Series 2007-30

In EUR:

Payment to:

HSBC Bank plc, London (SWIFT MIDLGB22)

For Account of: STARTS (Ireland) PLC assigned to HSBC Trustee (C.I.) Limited as Trustee to STARTS (Ireland) PLC

Account No.: 67962656

6. NON-RELIANCE REPRESENTATIONS AND OTHER ADDITIONAL AGREEMENTS

Each party represents to the other party that:

- (a) it is acting for its own account, and has made its own independent decisions to enter into this Transaction and as to whether such Transaction is appropriate or proper for it based on its own judgement and upon advice from such legal, tax, regulatory, accounting and/or other advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into such Transaction, it being understood that information and explanations related to the terms and conditions of such Transaction shall not be considered investment advice or a recommendation to enter into such Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of such Transaction;
- (b) it is capable of assessing the merits of and understanding (through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the financial and other risks of such Transaction; and
- (c) the other party is not acting as a fiduciary or an adviser for it in respect of the Transaction.

7. ADDITIONAL TERMINATION EVENT

In the event of an early redemption of the Securities pursuant to Condition 8(b) (Redemption for taxation reasons), Condition 8(c)(i) (Following Payment Default under the Charged Assets or termination of a Charged Agreement) or Condition 11 (Events of Default) (other than a redemption resulting from the designation of an Early Termination Date in respect of the Transaction), Party A shall, as soon as reasonably practicable thereafter, give notice to Party B designating an Early Termination Date on such date as Party A shall in its absolute discretion determine (with Party B as the sole Affected Party).

8. ADJUSTMENTS AFTER ISSUER'S PARTIAL PURCHASE OF SECURITIES

In the event of a purchase by the Issuer of some but not all of the Securities pursuant to Condition 9 the Calculation Agent shall, without the consent of the Securityholders, adjust the terms of this Confirmation accordingly to reflect such partial purchase and to preserve the economic equivalence of this Transaction after such partial purchase.

9. ADDITIONAL DEFINITIONS

Conditions means the terms and conditions of the Securities as set out in the Bearer Securities Base Conditions Module, November 2007 Edition.

Maturity Date has the meaning set forth in the Conditions.

Securities means the Series 2007-30 EUR 4,266,000 Structured Repackaged Credit-Linked Notes due 2041.

Securityholders means the holders of the Securities.

Series has the meaning in the General Definitions Module, November 2007 Edition containing general definitions for an issue of Securities.

Trust Instrument means the Trust Instrument (as amended and supplemented from time to time) executed in relation to the Securities.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation and returning it to us by facsimile transmission on +(44) 207 991 4401, attention: Swap Documentation, telephone: +(44) 207 992 2977/991.

Yours sincerely,

HSBC BANK PLC

By:

Authorised Signatory

Accepted and confirmed as
of the date written above:

STARTS (IRELAND) PUBLIC LIMITED COMPANY

By:

Authorised Signatory

DESCRIPTION OF THE COUNTERPARTY

HSBC BANK PLC

HSBC Bank plc and its subsidiaries form a UK-based group providing a comprehensive range of banking and related financial services.

HSBC Bank plc (formerly Midland Bank plc) was formed in England in 1836 and subsequently incorporated as a limited company in 1880. In 1923, the company adopted the name Midland Bank Limited which it held until 1982 when it re-registered and changed its name to Midland Bank plc.

During the year ended 31 December 1992, Midland Bank plc became a wholly owned subsidiary undertaking of HSBC Holdings plc, whose Group Head Office is at 8 Canada Square, London E14 5HQ. HSBC Bank plc adopted its current name, changing from Midland Bank plc, in the year ended 31 December, 1999.

The HSBC Group is one of the largest banking and financial services organisations in the world. Its international network comprises around 10,000 offices in 83 countries and territories in five geographical regions: Europe; the Asia-Pacific region; the Americas; the Middle East and Africa. Its total assets at 30 June 2007 were £1,072 billion. HSBC Bank plc is the HSBC Group's principal operating subsidiary undertaking in Europe. Shares in HSBC Holdings plc are listed on the London, Hong Kong, New York, Paris and Bermuda stock exchanges. The shares are traded on the New York Stock Exchange in the form of American Depositary Shares.

HSBC Bank plc has securities admitted to listing on the Official List of the Financial Services Authority of the United Kingdom (in its capacity as competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000) and to trading on the gilt edged and fixed interest markets of the London Stock Exchange plc (which is a regulated market for the purposes of the Directive 2004/39/EC), on the Luxembourg Stock Exchange and on the main segment of the SWX Swiss Exchange.

DESCRIPTION OF THE CHARGED ASSETS AND THE OBLIGOR(S) IN RESPECT OF THE CHARGED ASSETS

The information below concerning the NationsBank Corporation USD 400,000,000 6.80 per cent. Subordinated Notes due 2028 has been accurately reproduced from the prospectus dated 19 December 1996 as supplemented by the prospectus supplement dated 17 March 1998. So far as the Issuer is aware and is able to ascertain from such information, no facts have been omitted which would render the information reproduced on this page misleading.

Nominal Amount of Charged Assets in relation to the Securities: USD 4,057,000.

Issuer: NationsBank Corporation.

Issue Date: 17 March 1998.

Maturity Date: 15 March 2028.

Aggregate Principal Amount issued: USD 400,000,000.

Title: 6.80 per cent. Subordinated Notes, due 2028.

Form and denomination: Registered, USD 1,000.

First Interest Payment Date: 15 September 1998.

Interest Rate: 6.80 per cent. per annum.

Interest Payment Dates: 15 March and 15 September of each calendar year commencing on the First Interest Payment Date, up to and including 15 March 2028.

CUSIP: US638585BF51.

Issuer's Registered Office: NationsBank Corporate Center, 100 N Tryon Street, Charlotte, North Carolina, 28255.

Issuer's Jurisdiction of Incorporation: North Carolina.

Listing: Not listed.

Governing Law: New York.

NationsBank Corporation, now trading as Bank of America, have securities listed on the New York Stock Exchange.

The Information below concerning the Goldman Sachs Group, Inc. USD 2,000,000,000 6.125 per cent. Notes due 2033 has been accurately reproduced from the prospectus dated 25 June 2001 as supplemented by the prospectus supplement dated 6 February 2003, as amended on 10 February 2003. So far as the Issuer is aware and is able to ascertain from such information, no facts have been omitted which would render the information reproduced on this page misleading.

Nominal Amount of Charged Assets in relation to the Securities	USD 3,119,000.
Issuer:	The Goldman Sachs Group, Inc.
Issue Date:	13 February 2003.
Maturity Date:	15 February 2033.
Aggregate Principal Amount Issued:	USD 2,000,000,000.
Title:	6.125 per cent. Notes due 2033.
Form and denomination:	Registered, USD 1,000.
First Interest Payment Date:	15 August 2003.
Interest Rate:	6.125 per cent. Per annum.
Interest Payment Dates:	15 February and 15 August of each calendar year commencing on the First Interest Payment Date up to and including 15 February 2033.
CUSIP:	US38141GCU67.
Issuer's Registered Office:	85 Broad Street, New York, New York 10004.
Issuer's Jurisdiction of Incorporation:	State of Delaware.
Listing:	Not listed.
Governing Law:	New York law.

The Goldman Sachs Group, Inc have securities listed on the New York Stock Exchange.

SUBSCRIPTION AND SALE

The Dealer agrees that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers the Securities or possesses or distributes this Supplemental Information Memorandum or the Information Memorandum and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Securities under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and the Issuer shall not have any responsibility therefor.

Neither the Issuer nor the Dealer represents that Securities may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

1. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer.
2. No material fees are payable by the Issuer in respect of which the Issuer does not have a right of reimbursement.
3. Any certificate or report of the auditors of the Issuer or any other person called for by or provided to the Trustee (whether or not addressed to the Trustee) in accordance with or for the purposes of the Trust Instrument, the Agency Agreement, the Swap Agreement or any Security may be relied upon by the Trustee as sufficient evidence of the facts stated therein notwithstanding that such certificate or report and/or any engagement letter or other document entered into by the Trustee in connection therewith contains a monetary or other limit on the liability of the auditors of the Issuer or such other person in respect thereof and notwithstanding that the scope and/or basis of such certificate or report may be limited by any engagement or similar letter or by the terms of the certificate or report itself.
4. Save as disclosed in this Supplemental Information Memorandum, there has been no significant change in the financial or trading position or prospects of the Issuer and no material adverse change in the financial position or prospects of the Issuer since its date of incorporation.
5. Save as disclosed herein, no accounts have been made up as at the date of this Supplemental Information Memorandum.
6. The issue of the Securities has been duly authorised by resolutions passed at a meeting of the Board of Directors of the Issuer on 12 December 2007.
7. In advance of the Securities being admitted to the Official List and trading on the regulated market of the Irish Stock Exchange any listing fees shall be paid by HSBC Bank plc on behalf of the Issuer.

REGISTERED OFFICE OF THE ISSUER

STARTS (Ireland) Public Limited Company

2nd Floor
AIB International Centre
Dublin 1
Ireland

**DEALER, SELLING AGENT,
COUNTERPARTY, CALCULATION AGENT,
PRINCIPAL PAYING AGENT AND
CUSTODIAN**

HSBC Bank plc
8 Canada Square
London E14 5HQ

TRUSTEE

HSBC Trustee (C.I.) Limited
PO Box 88
1 Grenville Street
St Helier
Jersey JE4 9PF
Channel Islands

LEGAL ADVISERS

**TO THE DEALER, THE COUNTERPARTY
AND THE CALCULATION AGENT AS TO
ENGLISH LAW**

Allen & Overy LLP
One Bishops Square
London E1 6AO

TO THE ISSUER AS TO CAYMAN LAW

A&L Goodbody
International Financial Services Centre
North Wall Quay
Dublin 1
Ireland

IRISH LISTING AGENT

A&L Listing Limited
International Financial Services Centre
North Wall Quay
Dublin 1
Ireland

ALLEN & OVERY LLP

ICM:5815990.2